State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000001279 Sherwin Williams Company 62 River St Montpelier VT 05602 United States

Contract ID		Page
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Contract Dates		Origin
01/01/2016 to 12	/31/2017	CPŠ
Description:		Contract Maximum
CPS-PAINT: ARCHITECTURAL		\$9,999,999.00
Buyer Name	Buyer Phone	Contract Status
Berini.Brian Jon	802/828-2217	Approved

Phone #: 802-223-3457

Phone	Phone #: 802-223-3457 Unit Max Max				
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1	PAINT, INTERIOR PRIMER SEALER, LATEX FLAT, HIGHEST PREMIUM QUALITY, ZERO VOC, USE PRIOR TO FINISH PAINTING ON INTERIOR WALLS & CEILINGS NO OR LOW ODOR. PRDCD # B11W1500	GAL	11.91000	0.00	0.00
2	PAINT, INTERIOR LATEX, FLAT, ZERO VOC, HIGHEST PREMIUM QUALITY, INTERIOR WALLS AND CEILINGS, FLAT FINISH, NO OR LOW ODOR. PRDCD: WHITE & LIGHT TINTS # B5W1051, MID TONES # B5W1051, DEEP TONE # B5W1053.	GAL	13.55000	0.00	0.00
3	PAINT, INTERIOR LATEX, EGGSHELL, HIGHEST PREMIUM QUALITY, ZERO VOC, INTERIOR WALLS & CEILINGS LOW SHEEN EGGSHELL, NO OR LOW ODOR. PRDCD WHITE & LIGHT TINTS # B9W1051, MID TONE # B9W1051, DEEP TONE # B9W1053.	GAL	14.45000	0.00	0.00
4	PAINT, INTERIOR LATEX, SEMI GLOSS, HIGHEST PREMIUM QUALITY, ZERO VOC, INTERIOR WALLS & CEILINGS, SEMI GLOSS FINISH, NO OR LOW ODOR, PRDCD: WHITE & LIGHT TINT # B10W1051, MID TONE # B10W1051, DEEP TONE # B10W1053.	GAL	15.94000	0.00	0.00
5	PAINT, EXTERIOR PRIMER LATEX, FLAT, HIGHEST PREMIUM QUALITY, LOW VOC, PRIMER OF EXTERIOR SURFACES, 100% ACRYLIC. PAINTS PREP & PRIME, PRDCD 6501-33291	GAL	14.25000	0.00	0.00
6	PAINT, EXTERIOR, LATEX, FLAT, HIGHEST PREMIUM QUALITY, LOW VOC, FOR WOOD AND PRIMED METAL SURFACES, PRDCD, WHITE & LIGHTS TINTS # A80W151, MID TONES # A80W151, DEEP TONES # A80W153.	GAL	14.49000	0.00	0.00
7	PAINT, EXTERIOR LATEX, SATIN, HIGHEST QUALITY PREMIUM LOW VOC, FOR WOOD AND PRIMED METAL SURFACES. PRDCD WHITE & LIGHT TINTS # A89W151, MID TONE # A89W151, DEEP TONE # A89W153.	GAL	15.49000	0.00	0.00
8	PAINT EXTERIOR LATEX, SEMI GLOSS, HIGHEST QUALITY PREMIUM, LOW VOC, FOR WOOD AND PRIMED METAL SURFACES. WHITE & LIGHT TINTS # A84W151, MID TONES # A84W151, DEEP TONES # A84W153.	GAL	18.49000	0.00	0.00
9	PAINT EXTERIOR PRIMER, ALKYD, READY MIX WHITE, LOW VOC, PRIMER FOR UNPAINTED EXTERIOR WOOD OR PREV. PAINTED IF NEEDED. PRDCD # Y24W8020	GAL	17.99000	0.00	0.00

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Line # Hem ID	Hom Door	ПОМ	Unit	Max	Max
Line # Item ID 10	Item Desc  PAINT, INTERIOR LATEX, UNDERCOAT, FLAT WHITE, LOW VOC, FOR WOOD UNDERCOAST FOR GLOSS & SEMI GLOSS ENAMEL. PRDCD 6501-32764.	GAL	Price 13.58000	<b>Qty</b> 0.00	<b>Amt</b> 0.00
11	PAINT, INTERIOR/EXTERIOR ACRYLIC, FLOOR ENAMEL LOW SHEEN, LOW VOC, USE ON INT/EXT WOOD OR CONCRETE FLOORS LOW ODOR, PRDCD # A32W25X.	GAL	15.66000	0.00	0.00
12	PAINT, MODIFIED POLYURETHANE, FLOOR & DECK ENAMEL, VARIOUS COLORS, HIGHER QUALITY FLOOR & DECK ENAMEL. PRDCD # B54W15X	GAL	18.68000	0.00	0.00
13	PAINT, INTERIOR, ACRYLIC, VARNISH, WATER BASED, LOW VOC, CLEAR FINISH, LATEX POLYURETHANE, USE FOR INTERIOR WOOD SURFACES, LOW ODOR. PRDCD SATIN # A68V91, GLOSS # A68F90.	GAL	22.21000	0.00	0.00
14	PAINT, STAIN SEALER, ACRYLIC LATEX PRIMER, SEALER STAIN KILLER, SOLVENT STAIN BLOCKS NOT REQUIRED. EQUAL TO ZINSSER BULLSEYE 1,2,3. PRDCD # 6504-35134	GAL	16.23000	0.00	0.00
15	PAINT, EXTERIOR, ACRYLIC, WATER BASED STAIN, LOW VOC, SOLID COLOR, USE FOR EXTERIOR WOOD SIDING (NOT FOR DECKS, FLOORS OR FURNITURE, LOW ODOR. PRDCD # A15W5X.	GAL	16.27000	0.00	0.00
16	PAINT, EXTERIOR ACRYLIC WATER BASED STAIN, SEMI TRANSPARENT, LOW VOC, USE FOR EXTERIOR WOOD SIDING, NOT FOR DECKS, FLOORS AND FURNITURE, LOW ODOR. PRDCD # A15T115.	GAL	13.06000	0.00	0.00
17	PAINT EXTERIOR, OIL STAIN, SOLID COLOR, TT-S-708a, FOR EXTERIOR WOOD SIDING, FENCES, OVER OIL, (NOT DECKS, FLOORS). PRDCD # A14W55X	GAL	17.07000	0.00	0.00
18	PAINT, EXTERIOR, OIL STAIN SEMI TRANSPARENT OIL/ALKYD, FOR EXTERIOR WOOD SIDING, DECKS, FENCES AND RAILINGS. PRDCD # A15T5	GAL	19.99000	0.00	0.00
19	PAINT , MINERAL SPIRITS PAINT THINNER, ALIPHATIC HYDROCARBON, FOR THINNING OIL/ALKYD PAINTS. PRDCD # 594-0333	GAL	6.95000	0.00	0.00

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l	Berini.Brian Jon	802/828-2217	Approved	

Phone #: 802-223-3457

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
20	PAINT, INTERIOR/EXTERIOR OIL ENAMEL READY MIXED OSHA SAFETY COLORS ORANGE, YELLOW, RED, TYPE I CLASS A, FINISH COAST HIGH GLOSS ENAMEL FOR METAL OR WOOD OVER PRIMER OR GOOD CONDITION PREVIOUSLY PAINTED SURFACE. PRDCD # B54 SERIES.	GAL .	23.43000	0.00	0.00
RED=R2438 YELLOW=NZ437 BLUE=EZ439					
21	PAINT, INTERIOR/EXTERIOR WATERBORNE ENAMEL ORANGE, YELLOW, RED, TYPE 1 CLASS A, FINISH COAST HIGH GLOSS ENAMEL FOR METAL OR WOOD OVER PRIMER OR GOOD CONDITION PREVIOUSLY PAINTED SURFACES. PRDCD # B66R1103X.	GAL	30.99000	0.00	0.00
22	PAINT INTERIOR/EXTERIOR, OIL, READY MIXED, ALL OTHER COLORS. FINISH COAST HIGH GLOSS ENAMEL FOR EXTERIOR WOOD SIDING FENCES, OVER OIL (NOT DECKS OR FLOORS). PRDCD # B54W240X.	GAL	16.47000	0.00	0.00
23	PAINT INTERIOR/EXTERIOR WATERBORNE ENAMEL ALL OTHER COLORS. PRDCD # B66W105X.	GAL	16.88000	0.00	0.00
24	PAINT, INTERIOR/EXTERIOR ACRYLIC FLOOR ENAMEL, LOW SHEEN, LOW VOC, USE ON INTERIOR/EXTERIOR WOOD OR CONCRETE FLOORS, LOW ODOR. PRDCD # A32W25X.	GAL	15.66000	0.00	0.00
25	PAINT, OIL. MODIFIED POLYURETHANE, FLOOR & DECK ENAMEL VARIOUS COLORS, HIGHER QUALITY FLOOR & DECK ENAMEL. PRDCD # B54W15X.	GAL	18.68000	0.00	0.00
26	PAINT, OIL BASE, GLOSS OR SATIN FINISH, POLY URETHANE VARNISH, DURABLE CLEAR COATING USE ON INTERIOR WOODWORK & FURNITURE. PRDCD SATIN # A66F390, GLOSS # A66F3901.	GAL	17.99000	0.00	0.00
27	PAINT, EPOXY WATER BASED, LOW VOC POLYAMIDE BASE, FLOORS, SHOWERS, LOCKER ROOMS, HIGH PERFORMANCE(WATER REDUCIBLE), INTERIOR WHITE & TINTING BASE 2 PART KIT. PRDCD HIGH GLOSS # 630-4430, SEMI GLOSS # 630-3994, RESIN # 6405-16811.	КТ	28.88000	0.00	0.00

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Phone #: 802-223-3457

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
28	PAINT, INTERIOR STAIN FOR INTERIOR FINISHING, PREMIUM GRADE. PRDCD # A49-SERIES.	GAL	24.98000	0.00	0.00
29	PAINT, WATER BASED, WATER PROOF SEALER, ACRYLIC, CLEAR, FOR WOOD, CONCRETE, MASONRY, WATER BASED, PENETRATING. THOMPSON'S. PRDCD # SD1T00100.	GAL	11.11000	0.00	0.00
30	PAINT, INTERIOR/EXTERIOR LATEX BLOCK FILLER FOR POROUS SURFACES, FOR CINDER BLOCK, CONCRETE BLOCK, STUCCO, ETC. PRDCD # B25W25. ALSO AVAILABLE IN FIVE GALLON CANS (\$34.95).	GAL	6.99000	0.00	0.00
31	PAINT, PAVEMENT MARKER, SPRAY CANS, 17 OZ. PRDCD FLUORESCENT ORANGE # 142-0017, WHITE # 868-2536.	GAL	4.39000	0.00	0.00
32	PAINT, INTERIOS, FIRE RETARDANT, FLAME CONTROL 20-20A FLAT. PRDCD # 20-20.	GAL	38.99000	0.00	0.00
33	PAINT, INT/EXT FIRE RETARDANT, MAY BE USED ON EXTERIOR MASONRY. PRDCD # 40-40.	GAL	28.99000	0.00	0.00
34	PAINTING SUPPLIES, TOOLS AND ETC. SEE ATTACHED LIST OF ITEMS AND PRICES.	EA	0.01000	0.00	0.00

All non-listed brushes, rollers, and accessories are available at a 25% discount off manufacturer catalog or product list..

CONTRACT TERMS AND ADDITIONAL INFORMATION

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED

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DIRECTLY TO THE IN	NSTITUTION OR AGENCY	ORDERING MATERIALS OR SERVICES AND SHALI	L SPECIFY THE A	DDRESS TO WHICH	
PAYMENTS WILL BE	SENT				

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15 REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

#### PERFORMANCE MEASUREMENTS

- 1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
- 2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
- 3. ORDERING SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE
CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

**BRIAN BERINI** 

SENIOR PURCHASING AGENT

PHONE: 802-828-2217 FAX: 802-828-2222 brian.berini@vermont.gov

SALES POC INFORMATION CRAIG MACKAY 802-223-0966 craig.mackay@sherwin.com

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

#### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: